

## For High Oleic (A233HO) Buyer's Call

**Optimum Quality Grains, L.L.C.  
Agreement to Grow Optimum® Soybeans and  
Limited License for Patents and Trade Secrets**

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_ between \_\_\_\_\_ (hereinafter "GROWER") and Optimum Quality Grains, L.L.C. (hereinafter "OPTIMUM"). GROWER and OPTIMUM are experienced and knowledgeable in the business practices involved in the cultivation of soybeans and business transactions involving soybeans.

GROWER agrees to grow \_\_\_\_\_ acres of A233HO ("High Oleic") soybeans.

The High Oleic soybeans are referred to as the ("OPTIMUM SOYBEANS"). GROWER under this Agreement is granted a limited license to use the OPTIMUM SOYBEANS to produce an identity preserved grain (the "OPTIMUM GRAIN").

**PRICE:**

GROWER agrees to use the \_\_\_\_\_ <insert elevator name and location> (hereinafter "ELEVATOR") to establish the base price. The compensation for a load of delivered OPTIMUM GRAIN shall be the ELEVATOR cash price for soybeans on the day of delivery less any discounts, if not priced earlier or previous arrangements made with ELEVATOR, plus the premium. If GROWER has priced for a future month and delivery is called for, then GROWER agrees to sign a Price Later Agreement (Credit Sale Agreement) with ELEVATOR.

The premium for OPTIMUM GRAIN from High Oleic OPTIMUM SOYBEANS shall be based on the following schedule:

Less than 75% Oleic, \$0.00 per bushel premium  
75% Oleic or Greater, \$0.65 per bushel premium

**DELIVERY:**

The delivery period shall be December 1998 through April 1999. Delivery shall be at the request of the buyer (buyer's call). Delivery shall be direct to Cargill in Des Moines, Iowa (hereinafter "DELIVERY LOCATION"), with all transportation costs paid by the GROWER. The ELEVATOR shall provide a one week preadvice of the requested delivery. In the event that OPTIMUM requires an extension in the delivery period past April 30, 1999, the GROWER will be compensated on all priced bushels at a rate of one-tenth of a cent per bushel per day from April 30, 1999 until the OPTIMUM GRAIN is called.

Optimum may direct that the OPTIMUM GRAIN be delivered to another location, and in such event transportation costs in excess of the transportation cost to DELIVERY LOCATION will be paid by OPTIMUM.

Harvest delivery may be available at select delivery elevators. Any storage or Price Later Fees are between ELEVATOR and GROWER.

**QUALITY SPECIFICATIONS:**

The OPTIMUM GRAIN shall meet normal grain standard specifications, or be subject to market discount schedule at time of delivery. OPTIMUM GRAIN shall be considered contaminated if it contains more than 2.0% of soybeans of other types.

Destination weights and grades shall govern with the exception that GROWER has the right to appeal any grading by submitting a sample to the Federal Grain Inspection Service (FGIS), at GROWER's expense, for an official grade.

If the OPTIMUM GRAIN is contaminated or does not meet normal grain standard specifications, the DELIVERY LOCATION will take receipt of the OPTIMUM GRAIN and the GROWER will receive base price less market scale of discounts but no premium for the contaminated or out of specification OPTIMUM GRAIN.